#13

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent Office on October 26, 2001

Frank C Eisenschenk

Frank C. Eisenschenk, Ph.D., Patent Attorney

COMMUNICATION
Patent Application
Docket No. GEN-T109X
Serial No. 09/201,228

10/26/01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner	:	Ardin Marschel, Ph.D.
Art Unit	:	1643
Applicant(s)	:	Remy Griffais; Susan K. Hoiseth; Robert J. Zagursky; Benjamin J. Metcalf; Joel A. Peek; Banumathi Sankaran; Leah D. Fletcher
Serial No.	:	09/201,228
Filed	:	November 30, 1998
For	:	CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION

Commissioner for Patents
Washington, D.C. 20231

COMMUNICATION

Sir:

Attached hereto please find a copy of the original Revocation of Power of Attorney and New Power of Attorney, transmitted to the Patent Office on March 12, 2001, for the application identified above. Applicant respectfully requests entry of these papers.

Respectfully submitted,

Frank C Eisenschenk

Frank C. Eisenschenk, Ph.D.
Patent Attorney
Registration No. 45,332
Phone No.: 352-375-8100
Fax No.: 352-372-5800
Address: Saliwanchik, Lloyd & Saliwanchik
2421 N.W. 41st Street, Suite A-1
Gainesville, FL 32606-6669

FCE/jaj
Attachments: Copy of Revocation of Power of Attorney and New Power of Attorney
Copy of Assignment with Recordation Cover Sheet

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 18, 1999

PTAS

PENNIE & EDMONDS LLP
LAURA A. CORUZZI
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

101013850A

9710-004

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/06/1999

REEL/FRAME: 9873/0972
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HOISETH, SUSAN K — DOC DATE: 03/19/1999

ASSIGNOR:
ZAGURSKY, ROBERT J. — DOC DATE: 03/19/1999

ASSIGNOR:
METCALF, BENJAMIN J. — DOC DATE: 03/19/1999

ASSIGNOR:
PEEK, JOEL A. — DOC DATE: 03/22/1999

ASSIGNOR:
SANKARAN, BANUMATHI — DOC DATE: 03/22/1999

ASSIGNOR:
FLETCHER, LEAH D. — DOC DATE: 03/19/1999

REFERRED TO J. Chhedo
REC'D
JUN 3 0 1999
Pennie & Edmonds
O.K. for filing

ASSIGNEE:
GENSET SA
24 RUE ROYALE
75008 PARIS, FRANCE

SERIAL NUMBER: 09201228
PATENT NUMBER:

FILING DATE: 11/30/1998
ISSUE DATE:

MAYA BENNETT, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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PATENT & TRADEMARK OFFICE
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04-14-1999

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PATENTS ONLY

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ss Mail No. EM 490 492 580 US

Attorney Docket Number
9710-004-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Susan K. Hoiseth (March 19, 1999)
Robert J. Zagursky (March 19, 1999)
Benjamin J. Metcalf (March 19, 1999)
Joel A. Peek (March 22, 1999)
Banumathi Sankaran (March 22, 1999)
Leah D. Fletcher (March 19, 1999)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Genset SA
Address: 24 Rue Royale
75008 Paris, France

Country (if other than USA): France

3. Nature of conveyance:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other _____

Execution Date: See above

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/201,228 B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): $40.00
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura A. Coruzzi 30,742 Laura A. Coruzzi April 6, 1999
Name of Person Signing Reg. No. Signature Date

Nicholas C. Tsoge Reg. No. 39,201

4/13/1999 DNGUYEN 00000059 161150 09201228
01 FC:581 40.00 CH

Total number of pages including cover sheet: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

JOINT

ASSIGNMENT

WHEREAS, WE, Remy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, ASSIGNORS, residing at 51 Boulevard Romain, Rollamd 92120, Momtrouge, France; 3 Vineyard Hill, Fairport, N.Y. 14450; 569 Fox Hunt Drive, Victor, N.Y. 14564; 15 Rensselaer Drive, Rochester, N.Y. 14618; 156 Railroad Mills Road, Pittsford, N.Y. 14534; 62 Pennicott Circle, Penfield, N.Y. 14526; and 25 Elm Street, Genesco, N.Y. 14454, U.S.A., respectively, are the inventors of the invention in **CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION** for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 9710-004-999

☒ which was filed on November 30, 1998, Serial No. 09/201,228 (the undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known); and

WHEREAS, Genset SA, 24 Rue Royale, 75008 Paris, France, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date_____, 1999 _____ L.S.
Remy Griffais

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Remy Griffais, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____ L.S.,
Notary Public.

Date March 19, 1999 Susan K. Hoiseth L.S.
Susan K. Hoiseth

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Susan K. Hoiseth, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99

Date 3/19, 1999 Robert J Zagursky L.S.
Robert J. Zagursky

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Zagursky, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public.

Date 3/19, 1999 Benjamin Metcalf L.S.
Benjamin J. Metcalf

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin J. Metcalf, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH Notary Public
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99

Date 3-22, 1999 Joel A. Peek L.S.
Joel A. Peek

State of NY)
County of Monroe) SS.:

On this 22 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel A. Peek, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/22, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public.

Date 3/22, 1999 S Banumathi L.S.
Banumathi Sankaran (Banumathi Sankaran)

State of NY)
County of Monroe) SS.:

On this 22 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Banumathi Sankaran, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/22, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public.

Date March 19, 1999 Leah D. Fletcher L.S.
Leah D. Fletcher

State of NY)
County of Monroe } SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Leah D. Fletcher, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public Notary Public.

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 1999

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 on March 12, 2001.

Frank C Eisenschenk

Frank C. Eisenschenk, Ph.D., Patent Attorney

COMMUNICATION
Patent Application
Docket No. GEN-T109X
Serial No. 09/201,228

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner	:	Marschel, A.
Art Unit	:	1643
Applicant(s)	:	Remy Griffais; Susan K. Hoiseth; Robert J. Zagursky; Benjamin J. Metcalf; Joel A. Peek; Banumathi Sankaran; Leah D. Fletcher
Serial No.	:	09/201,228
Filed	:	November 30, 1998
For	:	CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION

Commissioner for Patents
Washington, D.C. 20231

COMMUNICATION

Sir:

Attached hereto please find an original Revocation of Power of Attorney and New Power of Attorney executed on February 28, 2001, and a copy of the corresponding Assignment dated March 19, 22, and 31, 1999 that was submitted for recordation on or about April 6, 1999, in the application identified above.

Respectfully submitted,

Frank C Eisenschenk

Frank C. Eisenschenk, Ph.D.
Patent Attorney
Registration No. 45,332
Phone No.: 352-375-8100
Fax No.: 352-372-5800
Address: Saliwanchik, Lloyd & Saliwanchik
2421 N.W. 41st Street, Suite A-1
Gainesville, FL 32606-6669

FCE/jaj
Attachments: Revocation of Power of Attorney and New Power of Attorney
Copy of Assignment with Recordation Cover Sheet

H:\FCE\Gen\T109X\Revoke-poa-2-PTO. NB/jaj

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner	:	Marschel, A.
Art Unit	:	1643
Applicant(s)	:	Griffias, R. et al.
Serial No.	:	09/201,228
Filed	:	November 30, 1998
For	:	**CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION.**

Assistant Commissioner for Patents
Washington, D.C. 20231

REVOCATION OF POWER OF ATTORNEY AND
NEW POWER OF ATTORNEY

Sir:

Genset is the assignee of record of an application for letters patent, filed on November 30, 1998, as Serial No. 09/201,228, for an invention entitled **"CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION"** by virtue of an assignment dated March 19, 1999, March 22, 1999, and March 31, 1999, by assignors Rémy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, a copy of which is enclosed herewith.

Genset, having a place of business at 24, rue Royale, 75008 Paris, France, certifies that it is the owner of the entire right, title and interest in, to, and under the above-identified application. On or about the 30th day of November 30, 2000, Genset appointed the registrants of the firm Pennie & Edmonds LLP 1667 K Street, N.W., Washington, DC 20006 Telephone (202) 496-4400, as its attorney(s) to prosecute said application.

Genset hereby revokes the Power of Attorney then given, and it hereby appoints the following persons registered to practice before the Patent and Trademark Office as my attorneys with full

power of substitution and revocation to prosecute this application and all divisions and continuations thereof and to transact all business in the Patent and Trademark Office connected therewith: John M. Lucas, Reg. No. 43,373; Peter Follette, Reg. No. 46,213; Lukas R. Voellmy, Reg. No. 43,358; David R. Saliwanchik, Reg. No. 31,794; Jeff Lloyd, Reg. No. 35,589; Doran R. Pace, Reg. No. 38,261; Christine Q. McLeod, Reg. No. 36,213; Jay M. Sanders, Reg. No. 39,355; James S. Parker, Reg. No. 40,119; Frank C. Eisenschenk, Reg. No. 45,332; Jean Kyle, Reg. No. 36,987; Seth M. Blum, Reg. No. 45,489; and Glenn P. Ladwig, Reg. No. 46,853, of the firm Saliwanchik, Lloyd & Saliwanchik, A Professional Association.

Genset requests that all correspondence be sent to:

Frank C. Eisenschenk, Ph.D.
Saliwanchik, Lloyd & Saliwanchik
2421 N.W. 41st Street, Suite A-1
Gainesville, FL 32606-6669

Genset requests that all telephone communications be directed to:

Frank C. Eisenschenk, Ph.D.
(352) 375-8100

CERTIFICATE UNDER 37 C.F.R. 3.73(b)

Genset certifies that it is the owner of the entire right, title, and interest in the patent application identified above by virtue of an assignment to Genset, dated March 19, 1999, March 22, 1999, and March 31, 1999, by assignors Rémy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, recorded in the United States Patent and Trademark Office at Reel/Frame 9873/0972 on 4/6/99.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

GENSET

By: John Lucas, Ph.D., J.D
Title: Director, Intellectual Property
Date: 2/28/01

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 18, 1999

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9710-004

PENNIE & EDMONDS LLP
LAURA A. CORUZZI
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/06/1999

REEL/FRAME: 9873/0972
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HOISETH, SUSAN K — DOC DATE: 03/19/1999

ASSIGNOR:
ZAGURSKY, ROBERT J. — DOC DATE: 03/19/1999

ASSIGNOR:
METCALF, BENJAMIN J. — DOC DATE: 03/19/1999

ASSIGNOR:
PEEK, JOEL A. — DOC DATE: 03/22/1999

ASSIGNOR:
SANKARAN, BANUMATHI — DOC DATE: 03/22/1999

ASSIGNOR:
FLETCHER, LEAH D. — DOC DATE: 03/19/1999

REFERRED TO J. Chine do
REC'D
JUN 3 0 1999
Pennie & Edmonds
O.K. for filing

ASSIGNEE:
GENSET SA
24 RUE ROYALE
75008 PARIS, FRANCE

SERIAL NUMBER: 09201228
PATENT NUMBER:

FILING DATE: 11/30/1998
ISSUE DATE:

MAYA BENNETT, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

JOINT

ASSIGNMENT

WHEREAS, WE, Remy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, ASSIGNORS, residing at 51 Boulevard Romain, Rollamd 92120, Montrouge, France; 3 Vineyard Hill, Fairport, N.Y. 14450; 569 Fox Hunt Drive, Victor, N.Y. 14564; 15 Rensselaer Drive, Rochester, N.Y. 14618; 156 Railroad Mills Road, Pittsford, N.Y. 14534; 62 Pennicott Circle, Penfield, N.Y. 14526; and 25 Elm Street, Genesco, N.Y. 14454, U.S.A., respectively, are the inventors of the invention in **CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION** for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 9710-004-999

☒ which was filed on November 30, 1998, Serial No. 09/201,228 (the undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known); and

WHEREAS, Genset SA, 24 Rue Royale, 75008 Paris, France, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date_____, 1999 _____ L.S.
Remy Griffais

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Remy Griffais, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____ L.S.,
Notary Public.

Date March 19, 199[illegible] Susan K. Hoiseth L.S.
Susan K. Hoiseth

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Susan K. Hoiseth, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19[illegible]

Date 3/19, 1999 Robert J. Zagursky L.S.
Robert J. Zagursky

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Zagursky, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19[illegible] Notary Public.

Date 3/19, 1999 Benjamin J. Metcalf L.S.
Benjamin J. Metcalf

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin J. Metcalf, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH Notary Public
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19[illegible]

Date 3-22, 1999 Joel A. Peek L.S.
Joel A. Peek

State of NY)
County of Monroe) SS.:

On this 22 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel A. Peek, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/22, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York Notary Public..
Qualified in Wyoming County
Commission Expires Nov. 30, 19[illegible]

Date 3/22, 1999 S Banumathi L.S.
Banumathi Sankaran (Banumathi Sankaran)

State of NY)
County of Monroe) SS.:

On this 22 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Banumathi Sankaran, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/22, 1999 Cathy A Irish L.S.,
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19[illegible] Notary Public.

Date March 19 Leah D. Fletcher : _____ L.S.

State of NY)
County of Monroe } SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Leah D. Fletcher, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 _____ L.S., Notary Public.
Notary Public

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99

NY2 - 937489.1

JOINT

ASSIGNMENT

WHEREAS, WE, Remy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, ASSIGNORS, residing at 51 Boulevard Romain, Rollamd 92120, Montrouge, France; 3 Vineyard Hill, Fairport, N.Y. 14450; 569 Fox Hunt Drive, Victor, N.Y. 14564; 15 Rensselaer Drive, Rochester, N.Y. 14618; 156 Railroad Mills Road, Pittsford, N.Y. 14534; 62 Pennicott Circle, Penfield, N.Y. 14526; and 25 Elm Street, Genesco, N.Y. 14454, U.S.A., respectively, are the inventors of the invention in **CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION** for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 9710-004-999

☒ which was filed on November 30, 1998, Serial No. 09/201,228 (the undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known); and

WHEREAS, Genset SA, 24 Rue Royale, 75008 Paris, France, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 03/31, 1999 _____ L.S.
Remy Griffais

State of)
} SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Remy Griffais, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date _____, 1999 _____ L.S.,
Notary Public.

Je soussigné Me Hervé Pommery
Notaire à Paris
Certifie matériellement
la signature de
Monsieur Remy GRIFFAIS
Apposée sur le présent document

NY2 - 937469.1

Date_____, _____L.S.
Susan K. Hoiseth

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Susan K. Hoiseth, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public

Date_____, 1999 _____L.S.
Robert J. Zagursky

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Zagursky, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public.

Date_____, 1999 _____L.S.
Benjamin J. Metcalf

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin J. Metcalf, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public

Date_____, 1999 _____L.S.
Joel A. Peek

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel A. Peek, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public..

Date_____, 1999 _____L.S.
Banumathi Sankaran

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Banumathi Sankaran, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public.

FACSIMILE COVER SHEET

SALIWANCHIK, LLOYD & SALIWANCHIK
A Professional Association
2421 N.W. 41st Street
Suite A-1
Gainesville, FL 32606

Telephone (352) 375-8100
Facsimile (352) 372-5800

TO: Examiner Ardin Marschel, Ph.D.

COMPANY: U.S. Patent & Trademark Office, **Art Unit 1631**

FAX NO.: (703) 308-4242

FROM: Frank C. Eisenschenk, Ph.D. (Reg. No. 45,332)

DATE: October 26, 2001

NO. OF PAGES: 13
(INCLUDING COVER SHEET)

SUBJECT/MESSAGE:

U.S. Patent Application Docket No. GEN-T109X
Chlamydia Trachomatis Genomic Sequence and Polypeptides, Fragments Thereof and Uses Thereof, in Particular for the Diagnosis, Prevention and Treatment of Infection
(Griffais, *et al.*)
Serial No. 09/201,228; filed November 30, 1998

THIS IS AN OFFICIAL DOCUMENT.
PLEASE DELIVER IMMEDIATELY. Thank you.

The information contained in this facsimile message is intended only for the personal and confidential use of the designated recipients named below. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message by mail. Thank you.

If you do not receive all pages or if any transmission is not legible, call the sender at (352) 375-8100.

S:\HOME\Jonesj\FCE\Gen\T102\Fax2Examiner.doc/DNB/jaj___

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 on March 12, 2001.

Frank C Eisenschenk

Frank C. Eisenschenk, Ph.D., Patent Attorney

COMMUNICATION
Patent Application
Docket No. GEN-T109X
Serial No. 09/201,228

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner	:	Marschel, A.
Art Unit	:	1643
Applicant(s)	:	Remy Griffais; Susan K. Hoiseth; Robert J. Zagursky; Benjamin J. Metcalf; Joel A. Peek; Banumathi Sankaran; Leah D. Fletcher
Serial No.	:	09/201,228
Filed	:	November 30, 1998
For	:	CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION

Commissioner for Patents
Washington, D.C. 20231

COMMUNICATION

Sir:

Attached hereto please find an original Revocation of Power of Attorney and New Power of Attorney executed on February 28, 2001, and a copy of the corresponding Assignment dated March 19, 22, and 31, 1999 that was submitted for recordation on or about April 6, 1999, in the application identified above.

Respectfully submitted,

Frank C Eisenschenk

Frank C. Eisenschenk, Ph.D.
Patent Attorney
Registration No. 45,332
Phone No.: 352-375-8100
Fax No.: 352-372-5800
Address: Saliwanchik, Lloyd & Saliwanchik
2421 N.W. 41st Street, Suite A-1
Gainesville, FL 32606-6669

FCE/jaj
Attachments: Revocation of Power of Attorney and New Power of Attorney
Copy of Assignment with Recordation Cover Sheet

H:\FCE\Gen\T109X\Revoke-poa-2-PTO.doc/DNB/jaj

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner	:	Marschel, A.
Art Unit	:	1643
Applicant(s)	:	Griffias, R. et al.
Serial No.	:	09/201,228
Filed	:	November 30, 1998
For	:	**CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION.**

Assistant Commissioner for Patents
Washington, D.C. 20231

REVOCATION OF POWER OF ATTORNEY AND
NEW POWER OF ATTORNEY

Sir:

Genset is the assignee of record of an application for letters patent, filed on November 30, 1998, as Serial No. 09/201,228, for an invention entitled **"CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION"** by virtue of an assignment dated March 19, 1999, March 22, 1999, and March 31, 1999, by assignors Rémy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, a copy of which is enclosed herewith.

Genset, having a place of business at 24, rue Royale, 75008 Paris, France, certifies that it is the owner of the entire right, title and interest in, to, and under the above-identified application. On or about the 30th day of November 30, 2000, Genset appointed the registrants of the firm Pennie & Edmonds LLP 1667 K Street, N.W., Washington, DC 20006 Telephone (202) 496-4400, as its attorney(s) to prosecute said application.

Genset hereby revokes the Power of Attorney then given, and it hereby appoints the following persons registered to practice before the Patent and Trademark Office as my attorneys with full

power of substitution and revocation to prosecute this application and all divisions and continuations thereof and to transact all business in the Patent and Trademark Office connected therewith: John M. Lucas, Reg. No. 43,373; Peter Follette, Reg. No. 46,213; Lukas R. Voellmy, Reg. No. 43,358; David R. Saliwanchik, Reg. No. 31,794; Jeff Lloyd, Reg. No. 35,589; Doran R. Pace, Reg. No. 38,261; Christine Q. McLeod, Reg. No. 36,213; Jay M. Sanders, Reg. No. 39,355; James S. Parker, Reg. No. 40,119; Frank C. Eisenschenk, Reg. No. 45,332; Jean Kyle, Reg. No. 36,987; Seth M. Blum, Reg. No. 45,489; and Glenn P. Ladwig, Reg. No. 46,853, of the firm Saliwanchik, Lloyd & Saliwanchik, A Professional Association.

Genset requests that all correspondence be sent to:

Frank C. Eisenschenk, Ph.D.
Saliwanchik, Lloyd & Saliwanchik
2421 N.W. 41st Street, Suite A-1
Gainesville, FL 32606-6669

Genset requests that all telephone communications be directed to:

Frank C. Eisenschenk, Ph.D.
(352) 375-8100

CERTIFICATE UNDER 37 C.F.R. 3.73(b)

Genset certifies that it is the owner of the entire right, title, and interest in the patent application identified above by virtue of an assignment to Genset, dated March 19, 1999, March 22, 1999, and March 31, 1999, by assignors Rémy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, recorded in the United States Patent and Trademark Office at Reel/Frame 9873/0972 on 4/6/99.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

GENSET

By: John Lucas, Ph.D., J.D
Title: Director, Intellectual Property
Date: 2/28/01

C:\WINNT\PROFILES\WORTHEMC\DESKTOP\RECORDED.ASGNMT.RTF/DNB/jaj

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 18, 1999

PTAS

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9710-004

PENNIE & EDMONDS LLP
LAURA A. CORUZZI
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/06/1999

REEL/FRAME: 9873/0972
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HOISETH, SUSAN K — DOC DATE: 03/19/1999

ASSIGNOR:
ZAGURSKY, ROBERT J. — DOC DATE: 03/19/1999

ASSIGNOR:
METCALF, BENJAMIN J. — DOC DATE: 03/19/1999

ASSIGNOR:
PEEK, JOEL A. — DOC DATE: 03/22/1999

ASSIGNOR:
SANKARAN, BANUMATHI — DOC DATE: 03/22/1999

ASSIGNOR:
FLETCHER, LEAH D. — DOC DATE: 03/19/1999

REFERRED TO J. Chine do
REC'D
JUN 3 0 1999
Pennie & Edmonds
O.K. for filing

ASSIGNEE:
GENSET SA
24 RUE ROYALE
75008 PARIS, FRANCE

SERIAL NUMBER: 09201228
PATENT NUMBER:

FILING DATE: 11/30/1998
ISSUE DATE:

MAYA BENNETT, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

JOINT

ASSIGNMENT

WHEREAS, WE, Remy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, ASSIGNORS, residing at 51 Boulevard Romain, Rollamd 92120, Montrouge, France; 3 Vineyard Hill, Fairport, N.Y. 14450; 569 Fox Hunt Drive, Victor, N.Y. 14564; 15 Rensselaer Drive, Rochester, N.Y. 14618; 156 Railroad Mills Road, Pittsford, N.Y. 14534; 62 Pennicott Circle, Penfield, N.Y. 14526; and 25 Elm Street, Genesco, N.Y. 14454, U.S.A., respectively, are the inventors of the invention in **CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION** for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 9710-004-999

☒ which was filed on November 30, 1998, Serial No. 09/201,228 (the undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known); and

WHEREAS, Genset SA, 24 Rue Royale, 75008 Paris, France, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 03/31, 1999 _____ L.S.
Remy Griffais

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Remy Griffais, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date _____, 1999 _____ L.S.,
Notary Public.

Je soussigné M° Hervé Pommery
Notaire à Paris
Certifie matériellement
la signature de
Monsieur Remy GRIFFAIS
Apposée sur le présent document

Date_____, 1999 _____L.S.
Susan K. Hoiseth

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County af resaid, personally appeared Susan K. Hoiseth, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public

Date_____, 1999 _____L.S.
Robert J. Zagursky

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Zagursky, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public.

Date_____, 1999 _____L.S.
Benjamin J. Metcalf

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin J. Metcalf, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public

Date_____, 1999 _____L.S.
Joel A. Peek

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel A. Peek, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public..

Date_____, 1999 _____L.S.
Banumathi Sankaran

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Banumathi Sankaran, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____L.S.,
Notary Public Notary Public.

JOINT

ASSIGNMENT

WHEREAS, WE, Remy Griffais, Susan K. Hoiseth, Robert J. Zagursky, Benjamin J. Metcalf, Joel A. Peek, Banumathi Sankaran, and Leah D. Fletcher, ASSIGNORS, residing at 51 Boulevard Romain, Rollamd 92120, Montrouge, France; 3 Vineyard Hill, Fairport, N.Y. 14450; 569 Fox Hunt Drive, Victor, N.Y. 14564; 15 Rensselaer Drive, Rochester, N.Y. 14618; 156 Railroad Mills Road, Pittsford, N.Y. 14534; 62 Pennicott Circle, Penfield, N.Y. 14526; and 25 Elm Street, Genesco, N.Y. 14454, U.S.A., respectively, are the inventors of the invention in **CHLAMYDIA TRACHOMATIS GENOMIC SEQUENCE AND POLYPEPTIDES, FRAGMENTS THEREOF AND USES THEREOF, IN PARTICULAR FOR THE DIAGNOSIS, PREVENTION AND TREATMENT OF INFECTION** for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 9710-004-999

☒ which was filed on November 30, 1998, Serial No. 09/201,228 (the undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known); and

WHEREAS, Genset SA, 24 Rue Royale, 75008 Paris, France, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date_____, 1999 _____ L.S.
Remy Griffais

State of)
) SS.:
County of)

On this __ day of _____, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Remy Griffais, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date_____, 1999 _____ L.S.,
Notary Public.

Date March 19, 1999 Susan K. Hoiseth L.S.
Susan K. Hoiseth

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Susan K. Hoiseth, to me known and known to me to be the person of that name, wh signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A. Irish L.S.,
CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public

Date 3/19, 1999 Robert J. Zagursky L.S.
Robert J. Zagursky

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Zagursky, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A. Irish L.S.,
Notary Public
CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public.

Date 3/19, 1999 Benjamin J. Metcalf L.S.
Benjamin J. Metcalf

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin J. Metcalf, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 Cathy A. Irish L.S.,
Notary Public
CATHY A. IRISH Notary Public
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99

Date 3-22, 1999 Joel A. Peck L.S.
Joel A. Peck

State of NY)
County of Monroe) SS.:

On this 22 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel A. Peck, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/22, 1999 Cathy A. Irish L.S.,
Notary Public
CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public..

Date 3/22, 1999 S. Banumathi L.S.
Banumathi Sankaran (Banumathi Sankaran)

State of NY)
County of Monroe) SS.:

On this 22 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Banumathi Sankaran, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/22, 1999 Cathy A. Irish L.S.,
Notary Public
CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 19 99
Notary Public.

Date March 19, 1999 Leah D. Fletcher : _____ L.S.
Leah D. Fletcher

State of NY)
County of Monroe) SS.:

On this 19 day of March, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Leah D. Fletcher, to me known and known to me t be the person of that name, wh signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Date 3/19, 1999 _____ L.S.,
Notary Public Notary Public.

CATHY A. IRISH
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires Nov. 30, 1999